

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN
MONTEREY COUNTY WORKFORCE DEVELOPMENT BOARD AND
PAT DAVIS DESIGN GROUP FOR COMMUNICATION MATERIALS DEVELOPMENT**

This Amendment No. 1 is made to the Professional Services Agreement for the provision of outreach and other communications-related materials compliant with the requirements of the Workforce Innovation and Opportunity Act (WIOA), by and between Pat Davis Design Group, Inc., hereinafter "Contractor," and the Monterey County Workforce Development Board, hereinafter "MCWDB," both of which are collectively referred to as "the parties."

WHEREAS, effective July 1, 2022, the MCWDB and Contractor entered into an Agreement in the amount of \$44,975 to provide WIOA-compliant outreach and communications materials ("the Agreement"); and

WHEREAS, the MCWDB and Contractor wish to renew the Agreement, pursuant to this Amendment No. 1, to increase the total amount of the Agreement by \$35,000 for a total aggregate amount not to exceed \$79,975, retroactive to July 1, 2023, for the total aggregate term of July 1, 2022 through June 30, 2024; and extend the term of the Agreement for one (1) additional year.

NOW THEREFORE, the MCWDB and CONTRACTOR hereby agree to amend the Agreement, pursuant to this Amendment No. 1, in the following manner:

1. Section IV (A) shall be amended by removing the language, "This Agreement shall be effective retroactive to July 1, 2022 and remain in full force and effective through June 30, 2023," and replacing it with **"This Agreement shall be effective July 1, 2022 and remain in full force and effective through June 30, 2024."**
2. Section IV (C) (1) shall be amended by removing the language, "Funding available for the project term of July 1, 2022 to June 30, 2023 is \$44,975" and replacing it with **"Funding available for the project term of July 1, 2022 to June 30, 2024 is \$79,975."**
3. Section IV (C) (2) shall be further amended by removing the language, "Contractor will provide an invoice to MCWDB for the services as described in Tasks 1 through 7 on the Budget Summary table. MCWDB will make payments for the activities supporting the completion of Tasks 1 through 7," and replacing it with **"Contractor will provide an invoice to MCWDB for the services as described in Tasks 1 through 5 on the Budget Summary table. MCWDB will make payments for the activities supporting the completion of Tasks 1 through 5."**
4. Exhibit B, "Budget Summary," shall be amended by replacing it with Exhibit B-1, "Amended Budget Summary, Communications Collateral Development, July 1, 2022 through June 30, 2024," attached to this Amendment No. 1.

Any individual executing this Amendment No. 1 on behalf of the MCWDB or Contractor represents and warrants that he or she has the requisite authority to enter into this Amendment No. 1 on behalf of such party and bind the party to the terms and conditions of this Amendment No. 1.

Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

A copy of this Amendment No. 1, including attachments, shall be attached to the original Agreement dated July 1, 2022.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 on the day and year written below.

MONTEREY COUNTY WORKFORCE
DEVELOPMENT BOARD

PAT DAVIS DESIGN GROUP, INC.

Chris Donnelly, Executive Director



George Dimotakis, President

Dated _____

Dated JUNE 8, 2023



Ronald Deforest, Project Manager

Dated June 8, 2023

Approved as to Form:

Deputy County Counsel

Dated _____